

CITY OF ROCKVILLE
REQUEST FOR WRITTEN QUOTATION

When making inquiries, please reference quote #: 02/FY07	FOR CITY USE: PO # : DATE:	
DATE: 06/09/06	QUOTATION DUE DATE AND TIME: June 23, 2006 @ 2:00 PM	WE REQUIRE SUPPLY DELIVERY/OR SERVICE COMPLETION BY:

Please make address corrections

MAIL QUOTATION TO:
CITY OF ROCKVILLE/PURCHASING
ATTN MARY HECKHAUS
111 MARYLAND AVE
Rockville, MD 20850
CONTACT:
MARY HECKHAUS
240-314-8431
mheckhaus@rockvillemd.gov

FAX ONLY THIS RFQ FORM AND SPECIFICATIONS/LITERATURE OF PRODUCTS OFFERED. **FAX: 240-314-8439** OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.

Any individual with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137

QUOTED PRICE(S) MUST INCLUDE FREIGHT, FOB, ROCKVILLE, MARYLAND.

INSIDE DELIVERY ☒ Yes ☐ No

SHIP TO: 14625 ROTHGEB DRIVE, ROCKVILLE MD 20850

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Requirements contract for "GATORADE" Instant Powder Mix. Specifications attached. Brand Name ONLY! No substitutes accepted. Quantities listed are annual estimates only.	60	CASE	\$ _____	\$ _____
	Gatorade Instant Powder Mix Flavors to include: Fruit Punch Orange Lemon-Lime Rip-Tide Rush				
				GRAND TOTAL	\$ _____

YOUR PAYMENT TERMS: _____ DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

COMPANY NAME: _____

SUBMITTED BY: SIGN AND PRINT YOUR NAME AND TITLE _____ DATE _____

PHONE# _____ FAX # _____

EMAIL: _____ FEDERAL ID# _____

INSTRUCTIONS, CONDITIONS AND NOTICES ARE ATTACHED



CITY OF ROCKVILLE MARYLAND INSTRUCTIONS, CONDITIONS AND NOTICES

1. **PREPARATION** All bids are to be submitted to the location indicated. The following forms must be submitted:

- Pricing page
- Non-collusion/non-conviction affidavit
- Other forms as required.

The quote form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. Quotes must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

3. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Quotation, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. In determining the responsibility of a bidder, the following criteria may be considered:

- The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- Such other information as may be secured by the City having a bearing on the decision to award the contract.

4. **ADDENDA** All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:

- List the number of the addenda on the quote sheet
- Return a copy of the addenda with the quote
- Initial in person at City Hall receipt of the addenda

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within forty-five (45) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.

9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

11. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

12. **INTERPRETATION** Any questions concerning conditions and specification shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specifications.
13. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
14. **PRICES** Bids must be submitted on a firm fixed price, F.O.B. destination basis only, unless otherwise specified herein.
15. **DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Cash discounts will not be considered in determining the lowest net cost for bid evaluation purposes.
16. **DELIVERY** All time limits stated in the contract documents are of the essence. The contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
17. **REFERENCES** References may be required prior to award.
18. **PAYMENT** Payment will be made upon receipt of an accepted invoice, submitted in duplicate to:

City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number. Payment will be made upon inspection and/or testing of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

19. **DELAYS/EXTENSION OF TIME** If the contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

20. **NO DAMAGES FOR DELAY** The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made for any delays or hindrances, from any cause whatsoever during the

progress of any portion of the services specified in the contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the contractor.

21. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
22. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.
23. **CHANGES** The City, without invalidating the contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

24. **EXTRA COSTS** If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

25. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog

number are for information and establishment of a quality level desired and are not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specifications, unless brand name only is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal form what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet specifications. The City reserves the right to accept or reject items offered as an "equal"

- 26. GUARANTEE** All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract Manager before final payment is made.

The contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 27. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the contractor.

- 28. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

- 29. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 30. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 31. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement,

any dispute concerning a question of fact arising under the agreement signed by the City and the contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the contractor in writing of his determination. The contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the contractor shall proceed diligently with performance under the agreement signed by the City and the contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 32. INDEMNIFICATION OF THE COUNCIL** The contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the contractor, or subcontractors or agents of the contractor.

- 33. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor.

- 34. MISCELLANEOUS PROVISIONS** The City and the contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due hereunder without the previous written consent of the City.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

- 35. EQUAL EMPLOYMENT OPPORTUNITY** The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondis-crimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the contractor will permit access to the contractor's books, records and accounts. If the City Manager concludes that the contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

36. LANGUAGE If applicable, the contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the contractor's employees or agents are at the site.

37. ASSIGNMENT Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the City.

38. INSURANCE Prior to the execution of the contract, the Contractor must obtain at their expense and keep in force and effect during the term of the contract including all extensions, the insurance specified below, with an insurance company licensed or qualified to do business in the State of Maryland. The Contractor must submit to the Purchasing division a certificate of insurance prior to the start of any work. The certificate must show the quotation number and name of the project. The Mayor and Council, City of Rockville must be named as an additional insured on all liability policies. Sixty days written notice to the City of cancellation or material change in the policy is required. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Commercial General Liability Insurance	Bodily Injury \$500,000 each occurrence
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	Property Damage \$100,000 each occurrence
Blanket Contractual Coverage	Bodily Injury \$500,000 each occurrence Property Damage \$100,000 each occurrence
Independent Contractor Coverage	Bodily Injury \$500,000 each occurrence Property Damage \$100,000 each occurrence
Products and Completed Operations Coverage	\$500,000 aggregate (combined limit applicable to Bodily Injury and Property Damage)
Personal Injury Coverage (Sections A, B, and C)	\$500,000 aggregate
<u>Workman's Comp Insurance</u>	Section A – Statutory limits State of Maryland Section B – Employer's Liability (\$100,000 each accident)
<u>Comprehensive Automobile Liability Insurance</u>	Bodily Injury \$250,000 each person \$500,000 each occurrence
(Applicable to owned, non-owned and hired vehicles)	Property Damage \$300,000 each occurrence
<u>Professional Liability Insurance</u> (if requested)	\$200,000 covering acts or omissions of the Contractor

The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Contract Officer

Alternative insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

City of Rockville
Specifications – RFQ #02/FY07
“Gatorade” Instant Powder

SCOPE: The intent of this Request for Quotation is to establish a requirements contract for “GATORADE” Instant Powder with a responsible contractor.

BRANDS: This requirement is for “GATORADE” instant powder. Brand name only: no substitution shall be accepted.

PACKAGING:	<u>Size</u>	<u>Yield/Package</u>	<u>Total yield per case</u>
	(32) 21 oz. packs/case	2.5 gal yield/pack	80 gal.

CONTRACT TERM: Initial contract shall begin from date of award through June 30, 2007 with the option to renew for two (2) additional 1-year periods contingent upon available funds.

CONTRACT VALUE: The quantity listed is the City’s best estimate for a 12-month period and is not to be taken as a guarantee of any specific dollar expenditure. Orders will be placed by the City on an “as-needed” basis at a minimum of \$500.00 for each delivery.

PRICE: The unit price offered shall be firm fixed pricing for the first 12-months of the contract. If there is a price increase after the first 12 months, the price may be increased upon approval of a written request. The request shall include the cause for adjustment, effective date, the amount of increase and documentation to support the request. The request shall be provided thirty (30) calendar days prior to effective date. The increase shall be based on the Consumer Price Index. If the increase exceeds the annual percentage change of the CPI the increase may not be approved. Within thirty (30) calendar days after receipt of the contractors written request, the City may cancel any portion of the contract affected by the requested increase.

DELIVERY: Deliveries shall be FOB delivered to City Stockroom, 14625 Rothgeb Drive, Rockville, MD 20851. Delivery Hours: Monday through Friday 7:00AM – 2:30PM. Packing slips/delivery tickets shall accompany all deliveries.

Deliveries shall be made within ten (10) business days after receipt of verbal orders except for urgent situations. Deliveries in urgent situations shall be made within five (5) business days after receipt of verbal orders.

PAYMENT: Payments will be made with the City of Rockville’s P-Card (Mastercard).

BIDDER QUALIFICATION: Bidder must have been in business as a stocking distributor of “GATORADE” for a period of at least one (1) year prior to this RFQ.

EXCEPTIONS: All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided. Unless noted as an exception, the product offered must be in compliance with these specifications.

QUESTIONS: Address any questions of a technical nature to Gary Taylor, Inventory Services Supervisor at #240-314-8441. Address any contractual questions to Mary Heckhaus, Buyer at #240-314-8431.

AFFIDAVIT

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Name of Firm _____

Signature and Title _____

Printed Name _____ Date _____